Attorney Docket No. 10559-299001
Serial No. 09/704,384
Amendment dated March 12, 2004
Reply to Office Action dated December 1, 2003

REMARKS

Reconsideration and allowance of the above-referenced application is respectfully requested.

Initially, Applicants herewith confirm the election of the group I claims 1-29.

Claims 1 and 5 stand rejected under 35 USC 102(e) as allegedly been anticipated by Eichert. Initially, even though the rejection portion refers only to claims 1 and 5, the text accompanying this portion discusses claims 1, 5, 9, 3, 7, 11, 4, 8, 12, 13, 17, 21, 25, 16, 20, 24 and 29. While it is unclear whether the rejection was intended to refer to these claims additionally, Applicants will discuss the differences as compared with those claims.

Claims 2, 6, 10, 15, 19, 23 and 28 stand with rejected over Eichert in view of Hind.

For reasons set forth in detail herein, it is respectfully suggested that all of the claims are patentably distinguished over the cited art, and, therefore, all of these claims should be in condition for allowance.

Claim 1 specifies receiving a specification for translating a network policy from a first schema to a second schema,

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translating that network policy into the second schema, and

configuring a network system based on the translated policy.

The rejection states that this is shown in Eichert. However, it

is respectfully suggested that while Eichert does in fact show

the use of network policies, it teaches nothing whatsoever about

the concept or technique of translating the network policy into

a different schema based on a received specification, as

claimed.

Initially, the rejection calls attention to column 3, lines

23-25 of Eichert, and states that this portion of the disclosure

describes translating the network policy into a different

schema. However, it is respectfully suggested that this is not

the case. Eichert describes a management station being used to

specify network policy (see column 2, beginning at line 47).

The active packet, which defines rules of the policy is stored

in an active packet file (see column 2, line 62). The packet

may include active code as described in column 3, lines 23-25.

That active code may then be executed. Line 25 describes that

the code may be used "with an interpreter for interpreting the

code...". However, the interpreter is not taught or suggested

for translating the code, but rather for <u>executing</u> it. It is

well-known that some forms of code, known as interpreted

languages, operate using an interpreter rather than a compiler.

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For example, BASIC is one such type of code. Merely stating that the code is interpreted certainly does not mean that the code is translated into another form. More specifically, nothing teaches translating a network policy into a second schema, as required by claim 1.

Referring to the remaining portions of Eichert, it can be seen that this is consistent with Eichert. The policy or policies as received are used. There is no teaching or suggestion of translating a policy into a different schema based on a received policy as defined by claim 1. Therefore, claim 1 should be allowable along with the claims which depend therefrom.

Claim 2 is amended to emphasize that the policy is represented in a Markup Language which uses tags. This further distinguishes over the cited prior art. Claim 2 is rejected over Eichert in view of Hind. Hind uses XML for his policy distribution and enforcement. However, nowhere in Hind is there any teaching or suggestion of converting a policy from one form to another. Therefore, claim 1 should be allowable for these reasons.

Claim 5 should be allowable for similar reasons to those discussed above, and specifically defines receiving a specification for translating a policy, and translating the

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policy into a second schema based on the specification. Again,

as described above, there is no teaching or suggestion in the

prior art of doing this.

Therefore, claim 5 should be allowable along with the

claims which depend therefrom.

Claim 9 defines a memory and processor, and the processor

receives a specification for translating a policy and actually

does translate the policy based on the specification. As

discussed above, this is not in any way taught or suggested by

the cited prior art, and therefore should be allowable for these

reasons.

Claim 13 defines storing a network policy, storing a

specification and then translating the network policy based on

the specification. As analyzed above, Eichert does not teach or

suggest any of these features; it teaches nothing about the

specification which can be used to translate a policy from one

schema to another. Therefore, for these reasons it is

respectfully suggested that claim 13 should be similarly

allowable along with the claims which depend therefrom.

Claim 17 includes comparable limitations of storing a

network policy, storing a specification and translating the

network policy in to the second schema based on net

specification. As described above, this is in no way taught or

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suggested by Eichert. Therefore, claim 17 should also be allowable along with the claims which depend therefrom. Claims like claim 14 and 18 should be specifically allowable, as they define an additional aspect of receiving an indication that client computer can not translate the policy. This is even further allowable over the cited prior art.

Claim 21 should be allowable for similar reasons, since the prior art does not teach or suggest translating the network policy as claimed. The dependent claims should be similarly allowable. Claim 25 should also be allowable for similar reasons.

Claim 13 defines a different aspect where a specification is added for translating network data from a first schema to a second schema. As described above, nothing in the prior art is in any way suggestive of his translation. Therefore, it is respectfully suggested that this claim should be additionally allowable.

In view of the above amendments and remarks, therefore, all of the claim should be in condition for allowance. A formal notice to that effect is respectfully solicited.

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Respectfully submitted,

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